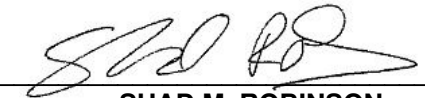




IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: June 17, 2025.


SHAD M. ROBINSON
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	Case No. 24-10723-smr
JEREKA RENEE THOMAS-HOCKADAY,	§	
DEBTOR.	§	CHAPTER 7
<hr/>		
CITY OF AUSTIN,	§	
Plaintiff	§	
	§	
v.	§	ADVERSARY NO. 24-01055-smr
	§	
JEREKA RENEE THOMAS-HOCKADAY	§	
	§	
Defendant.	§	

STIPULATION AND AGREED ORDER

Jereka Renee Thomas-Hockaday (the “**Debtor**”) and the City of Austin (the “**City**,” together with the Debtor, the “**Parties**”), by and through each of their undersigned counsel, hereby enter into this Stipulation and Agreed Order.

WHEREAS, on June 26, 2024 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief in this Court under Chapter 7 of Title 11 of the United States Code (the “**Bankruptcy Code**”), commencing her Chapter 7 bankruptcy case.

WHEREAS, on September 30, 2024, the City, as plaintiff, filed a complaint initiating the above-captioned adversary proceeding against the Debtor, as defendant (the “**Adversary Proceeding**”). By the Adversary Proceeding, the City sought the entry of an order finding that certain debt allegedly owed to the City by Debtor was nondischargeable under Bankruptcy Code section 523(a)(2)(A).

WHEREAS, on November 1, 2024, the Debtor filed an answer denying liability.

WHEREAS, the Parties subsequently entered into settlement discussions and have agreed to resolve the Adversary Proceeding according to the terms of this Stipulation and Agreed Order.

IT IS THEREFORE STIPULATED, AGREED, AND ORDERED THAT:

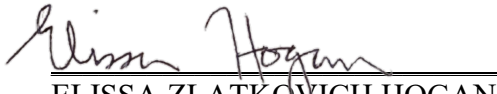
1. The Court hereby enters a judgment (the “**Judgment**”) in favor of the City such that the City shall have a nondischargeable claim against the Debtor in the amount of \$417,000.00.
2. The City shall not take any action to enforce the Judgment unless and until the Debtor defaults on her settlement payment terms as set forth in this Stipulation and Agreed Order.
3. The Debtor shall satisfy the Judgment by making monthly payments to the City in the amount of \$1,000.00 until such time as the Debtor has paid the City a total of \$209,000.00. The Debtor may prepay any amount at any time without penalty. Such payments shall begin thirty (30) days after entry of this Stipulation and Agreed Order.
4. Upon the Debtor paying the City a total of \$209,000.00, the City shall forgive the balance of the Judgment amount owed by the Debtor.
5. In the event the Debtor fails to timely make a payment owed to the City under the terms of this Stipulation and Agreed Order, the City shall provide the Debtor with a written ‘Notice of Default’ via email to the following address: jereka.thomas@gmail.com. The Notice of Default shall advise the Debtor of the declared default and shall provide the Debtor with five (5) business days to cure the default by paying in full the amount owed to the City that is in default. If the Debtor fails to cure the default within five (5) business days following the date of the Notice of Default, the City shall be permitted to enforce the full Judgment of \$417,000.00.
6. The City acknowledges and agrees that this Stipulation and Agreed Order is a compromise of disputed claims and that the Debtor makes no admission of wrongdoing, liability, or fraud, which the Debtor expressly denies.

7. Upon execution of this Stipulation and Agreed Order, the City agrees to dismiss with prejudice any pending claim against the Debtor arising out of or relating to the subject matter of the Adversary Proceeding or the Judgment. This includes, but is not limited to, claims against the Debtor in *City of Austin v. Thomas-Hockaday, et al.*, Cause No. D-1-GN-23-002923, pending in the 353rd District Court of Travis County, Texas (the "Travis County Lawsuit"). The automatic stay is hereby lifted for this limited purpose. Notwithstanding the foregoing, nothing herein shall prejudice or otherwise affect the City's right to pursue claims against non-Debtor parties in the Travis County Lawsuit.
8. Each Party shall bear its own attorneys' fees and costs incurred in connection with this Adversary Proceeding and the underlying disputes.
9. The Court shall retain jurisdiction over any and all matters arising from the interpretation and implementation of this Stipulation and Agreed Order.

End of Order

STIPULATED AND AGREED TO BY:

DEBORAH THOMAS, CITY ATTORNEY
SARA SCHAEFER, ACTING CHIEF, LITIGATION


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--- and ---

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Dr. Jereka L. Thomas-Hockaday
6-2-2025

ATTORNEY FOR DEFENDANT JEREKA THOMAS-HOCKADAY